



# State of Utah

*School and Institutional*  
TRUST LANDS ADMINISTRATION

5/017/047

Jon M. Huntsman, Jr.  
Governor

Kevin S. Carter  
Director

675 East 500 South, Suite 500  
Salt Lake City, Utah 84102-2818  
801-538-5100  
801-355-0922 (Fax)  
<http://www.trustlands.com>

February 18, 2005

Brown Bros. Construction  
P.O. Box 249  
90 North 200 East  
Loa, UT 84747

RE: Notice of Intent, ML 49611-MP

Gentlemen:

Thank you for your notice of intent to commence operations under SITLA Permit #ML 49611-MP. You may commence operations upon the permitted lands by first obtaining an approved Small Mine permit from the Division of Oil, Gas & Mining.

The SITLA permit allows Brown Bros. Construction to extract up to 4,000 tons of construction materials from the permitted lands. Please maintain weight tickets on the materials that are extracted and send copies of them to this office, along with your report of actual production.

At the conclusion of production operations the disturbed site must be reclaimed in accordance with the DOGM Small Mine permit. Please notify both SITLA and DOGM when the reclamation work is complete.

Thank you for your cooperation in this matter.

Sincerely,

John T. Blake  
Mineral Resources Specialist

CC: Tom Munson ✓

**Utah!**

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FORM MR-RC  
Revised January 21, 2005  
RECLAMATION CONTRACT

File Number S/017/047

Effective Date Feb 14. 2005

Other Agency File Number SITLA

**STATE OF UTAH**  
**DEPARTMENT OF NATURAL RESOURCES**  
**DIVISION of OIL, GAS and MINING**  
1594 West North Temple Suite 1210  
Box 145801  
Salt Lake City, Utah 84114-5801  
(801) 538-5291  
Fax: (801) 359-3940

RECEIVED  
FEB 09 2005  
DIV. OF OIL, GAS & MINING

**RECLAMATION CONTRACT**

---ooOoo---

For the purpose of this RECLAMATION CONTRACT the terms below are defined as follows:

"NOTICE OF INTENTION" (NOI): (File No.)  
(Mineral Mined)

S/017/047  
clay

"MINE LOCATION":  
(Name of Mine)  
(Description)

Big Thompson Pit  
located 16 miles northwest  
from the junction of state Hwy 276  
and the Burr Trail Road

"DISTURBED AREA":  
(Disturbed Acres)  
(Legal Description)

3.44  
(Refer to Attachment A)

"OPERATOR":  
(Company or Name)  
(Address)

Brown Brothers Construction  
PO Box 249  
Logan, UT 84341

(Phone)

(435) 836-2685

"OPERATOR'S REGISTERED AGENT":

Name)

(Address)

(Phone)

Albert Brown  
500 South 500 West PO box 71  
100, UT 84747  
(435) 836-2323

"OPERATOR'S OFFICER(S)" & TITLE:

Albert Brown President  
Joe Brown Vice President  
Ellis Brown Secretary  
Leon Brown Treasurer

SURETY":

(Form of Surety - Attachment B)

Letter of credit

"SURETY COMPANY":

(Name, Policy or Acct. No.)

Fair West Bank  
#1

"SURETY AMOUNT":

(Escalated Dollars)

\$14,000.00

"ESCALATION YEAR":

2006

"STATE":

State of Utah

"DIVISION":

Division of Oil, Gas and Mining

"BOARD":

Board of Oil, Gas and Mining

ATTACHMENTS:

A "DISTURBED AREA":

B "SURETY":

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between Brown Brothers Construction the "Operator" and the Utah State Division of Oil, Gas and Mining ("Division").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. 3/017/041 which has been approved/accepted by the Utah State Division of Oil, Gas and Mining under the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (1953, as amended) (hereinafter referred to as "Act") and implementing rules; and

WHEREAS, Operator is obligated to reclaim that area described as the Disturbed Area as set forth and in accordance with Operator's approved/accepted Reclamation Plan or Notice, and Operator is obligated to provide surety in form and amount approved by the Division, to assure reclamation of the Disturbed Area.

NOW, THEREFORE, the Division and the Operator agree as follows:

1. Operator agrees to conduct reclamation of the Disturbed Area in accordance with the Act and implementing regulations, the Reclamation Plan and/or Notice of Intention approved/accepted by the Division on February 18, 2005. The Reclamation Plan and/or Notice of Intention, as amended, are incorporated by this reference and made a part hereof.
2. Concurrent with the execution hereof, Operator has provided surety to assure that reclamation is conducted, in form and amount acceptable to the Division. Such surety as evidenced by the Surety Contract is in the form of the surety attached hereto as Attachment B and made a part hereof. The Surety Contract shall remain in full force and effect according to its terms unless modified by the Division in writing. If the Surety Contract expressly provides for cancellation, then, within 60 days following the Division's receipt of notice that the Surety Company intends to cancel the Surety Contract, the Operator shall provide a replacement Surety Contract in a form and amount reasonably acceptable to the Division. If the Operator fails to provide an acceptable replacement Surety Contract, the Division may order the Operator to cease further mining activities and to begin immediate reclamation of the Disturbed Area.
3. Operator agrees to pay legally determined public liability and property damage claims resulting from mining to the extent provided in Section 40-8-7(1)(e) of the Act.
4. Operator agrees to perform all duties and fulfill all reclamation requirements applicable to the mine as required by the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
5. The Operator's liability under this Contract shall continue in full force and effect until the Division certifies that the Operator has reclaimed the Disturbed Area in accordance with the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
6. If reclamation of discrete sections of the Disturbed Area is completed to the satisfaction of the Division, and the Division finds that such sections are severable from the remainder of the Disturbed Area, Operator may request the Division to certify that Operator has reclaimed such discrete sections of the Disturbed Area in accordance with the Act and Implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended. If the Division makes such certification, Operator may make request to the Division that the aggregate face

amount of the Surety Contract provided pursuant to paragraph 2 be reduced to an amount necessary to provide for completion of the remaining reclamation. The Division shall hear Operator's request for such reduction in accordance with the Board's Procedural Rules concerning requests for Agency Action.

7. Operator agrees to indemnify and hold harmless the State, Board and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
8. Operator may, at any time, submit a request to the Division to substitute surety. The Division may approve such substitution if the substitute surety meets the requirements of the Act and the implementing rules.
9. This Contract shall be governed and construed in accordance with the laws of the State of Utah.
10. If Operator shall default in the performance of its obligations hereunder, Operator agrees to pay all costs and expenses, including reasonable attorney's fees and costs incurred by the Division and/or the Board in the enforcement of this Contract.
11. Any breach that the Division finds to be material of the provisions of this Contract by Operator may, at the discretion of the Division, result in an order to cease mining operations. After opportunity for notice and hearing, the Board of Oil, Gas and Mining may enter an order to revoke the Notice of Intention, order reclamation, or order forfeiture of the Surety Contract, or take such other action as is authorized by law.
12. In the event of forfeiture of the Surety Contract, Operator shall be liable for any additional costs in excess of the surety amount which are required to comply with this Contract. Any excess monies resulting from forfeiture of the Surety Contract, upon completion of reclamation and compliance with this Contract, shall be returned to the rightful claimant.
13. This Contract including the Notice of Intention, as amended and the Reclamation Plan, as amended, represents the entire agreement of the parties involved, and any modification must be approved in writing by the parties involved.
14. Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party.

OPERATOR:

Brown Brothers Construction  
Operator Name

By Ellis Brown  
Authorized Officer (Typed or Printed)

Secretary  
Authorized Officer - Position

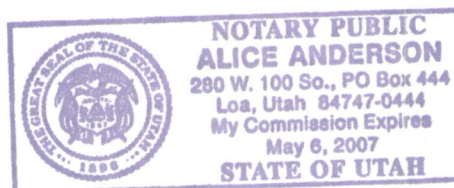
Ellis Brown 2/4/05  
Officer's Signature Date

STATE OF Utah )  
COUNTY OF Wayne ) ss:

On the 4th day of February, 2005, Ellis Brown  
personally appeared before me, who being by me duly sworn, did say that he/she is the  
Secretary of Brown Brothers Construction and duly acknowledged  
that said instrument was signed on behalf of said company by authority of its bylaws or  
a resolution of its board of directors and said Ellis Brown duly  
acknowledged to me that said company executed the same.

Alice Anderson  
Notary Public  
Residing at Loa Utah

May 6, 2007  
My Commission Expires:





DIVISION OF OIL, GAS AND MINING:

By *Mary Ann Wright*  
Mary Ann Wright, Acting Director

*2/14/05*  
Date

STATE OF *Utah* )  
COUNTY OF *Salt Lake* ) ss:

On the *14<sup>th</sup>* day of *February*, 2005, *Mary Ann Wright*  
personally appeared before me, who being duly sworn did say that she, the said  
*Mary Ann Wright* is the Acting Director of the Division of Oil, Gas and  
Mining, Department of Natural Resources, State of Utah, and she duly acknowledged to  
me that she executed the foregoing document by authority of law on behalf of the State  
of Utah.



*Joelle Burns*  
Notary Public  
Residing at: *S LC. Utah*

*April 4, 2005*  
My Commission Expires:

ATTACHMENT "A"

Brown Brothers Construction  
Operator

5/017/047  
Permit Number

Big Thompson Pit  
Mine Name

Garfield County, Utah

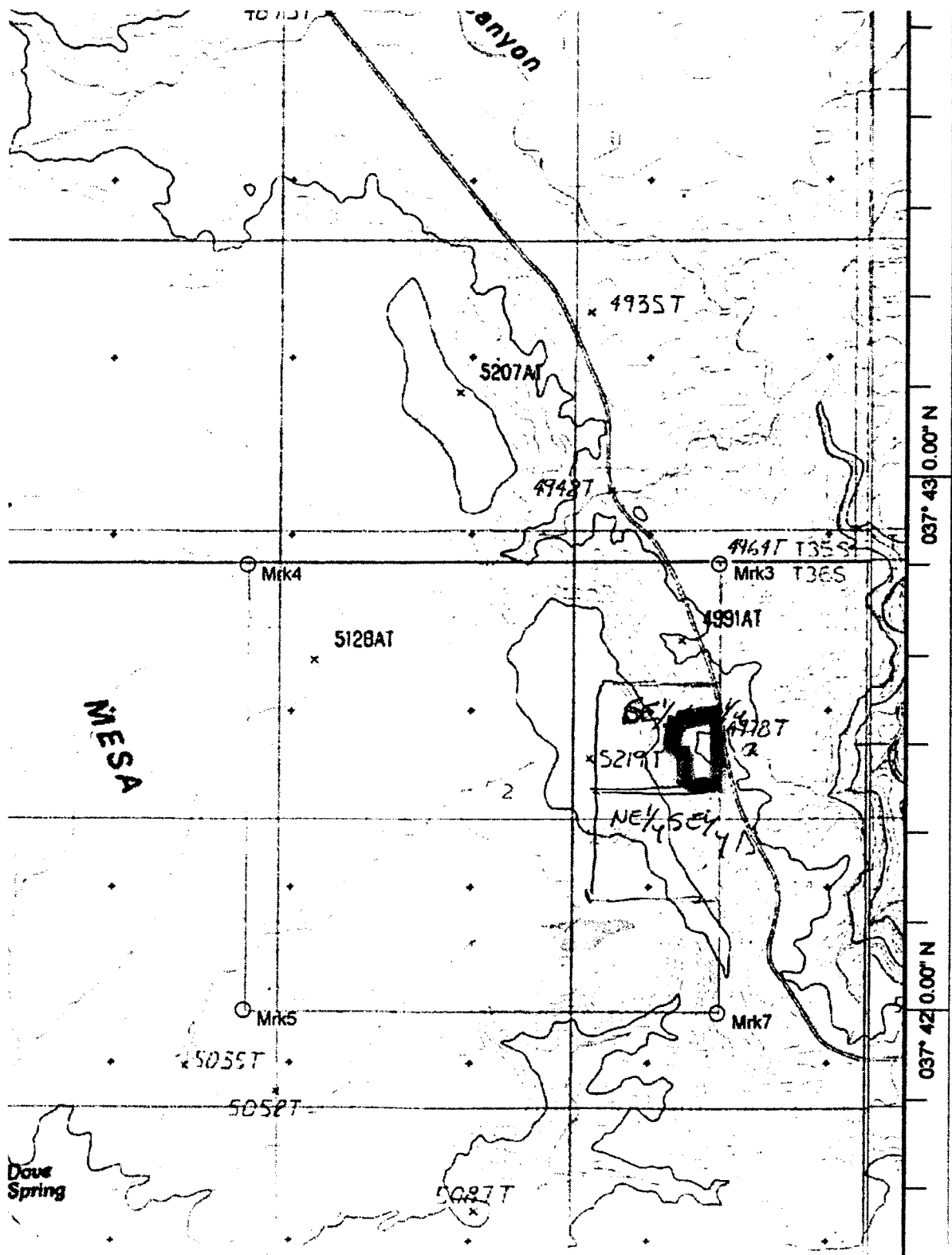
**LEGAL DESCRIPTION**

*Include 1/4, 1/4, 1/4 sections, townships, ranges and any other descriptions that will legally determine where disturbed lands are located. Attach a topographic map of suitable scale (max. 1 inch = 500 feet; 1 inch = 200 feet or larger scale is preferred) showing township, range and sections and a clear outline of the disturbed area boundaries tied to this Reclamation Contract and surety.*

**The detailed legal description of lands to be disturbed includes portions of the following lands not to exceed 3.44 acres under the approved / accepted permit and surety, as reflected on the attached map labeled 7.5 minute Quad Map Deer Point, UT and dated 1998:**

In the SE 1/4 of the N/E 1/4 of section 2 Township 36S  
Range 9E





Attachment A 7.5 minut quad-map Deer Pt. Utah 1998